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In the Supreme Court of Pennsylvania, 1858.

WILLIAMS AND WIFE vs. COWARD AND WIFE.

In an action on a contract made between two married women after coverture, the husbands alone must sue and be sued: the use of the husband's name is a misjoinder.

The facts fully appear in the opinion of the court, which was delivered by

WOODWARD, J.—A married woman can neither sue nor be sued on her contract made during coverture. If she contract for necessities or for goods that go to the use of her husband, the law presumes her to be his agent, and treats the contract as his, and the suit must be against him alone. It is only when an action is brought on her ante-nuptial contract that she is to be joined as a co-plaintiff or defendant with her husband. *Mortz vs. Bulter*, 1 Watts 229, and this because in case of the husband's death the action must survive. But an action on a contract between two married women made after coverture, neither wife should be joined. If any right of action accrued, it belongs to the husband of the one wife, and whatever liability is created, attached to the husband of the other. Though the wives may have created the cause of war, they are to be regarded as the ministers of their lords, and the battle is to be fought by them single handed.

These rules and principles were all violated in the case before us. Mrs. Coward deposited moneys with Mrs. Williams to the amount of \$600, and drew upon her for various sums until the balance was reduced to \$143 59 which, with \$22 interest claimed, amounting to \$165 50, are the moneys for which this suit is brought.

The plaintiff's counts all charge an assumpsit by *Moses Williams and Elizabeth his wife vs Perry Coward and Ann his wife*, and the plaintiffs had a verdict and judgment. There is nothing in the common law of the marriage relations, and nothing in the statutory modification of it to justify such misjoinders, and the judgment is accordingly reversed, and restitution awarded of the moneys collected on the execution.